



COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE

County of Los Angeles



Supervisor Don Knabe, Chairman
Sheriff Leroy Baca, Vice Chair

Mark Delgado, Executive Director

August 18, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

11

AUGUST 18, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE REVISED PUBLIC ENTITY AGREEMENT BETWEEN THE STATE
OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND REHABILITATION,
FEMALE OFFENDERS PROGRAMS AND SERVICES AND THE COUNTYWIDE
CRIMINAL JUSTICE COORDINATION COMMITTEE IN THE AMOUNT OF \$1,000,000
FOR TWO YEARS (\$500,000 PER YEAR) TO PROVIDE CONTINUED SERVICES
FOR THE WOMEN'S REENTRY COURT PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The California Department of Corrections and Rehabilitation (CDCR) has agreed to fund Los Angeles County's Women's Reentry Court program through June 30, 2011. The Countywide Criminal Justice Coordination Committee (CCJCC) recommends approval of the attached Public Entity Agreement to accept funding and continue implementation of the program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Director of CCJCC to sign the attached Public Entity Agreement with CDCR to accept funding for residential treatment services for up to 30 parolees per year under the Women's Reentry Court Program.
2. Authorize the Executive Director of CCJCC to serve as Project Director of the Women's Reentry Court, as outlined in the Public Entity Agreement, and to execute any necessary amendments to the Agreement during the agreement term.
3. Delegate authority to the Executive Director of CCJCC to execute future amendments to the attached Agreement that permit the rollover of unspent funds, increase or decrease the funding amount, and/or extend the terms of the Agreement subject to review and approval by CCJCC, County Counsel, the Chief Executive Office and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 23, 2009, your Board approved the above recommendations, including the approval of a Public Entity Agreement with CDCR that provided for continued funding of the Women's Reentry Court. Your Board also authorized the Department of Public Health – Alcohol and Drug Program Administration (ADPA) to amend existing contracts with Prototypes Treatment Center and the UCLA Integrated Substance Abuse Program to provide treatment and evaluation services for the Women's Reentry Court program.

Following Board approval of the Public Entity Agreement but prior to CDCR execution, CDCR informed CCJCC that the Agreement they had provided included an incorrect exhibit. That exhibit (Exhibit C) has been replaced by CDCR.

County Counsel advised CCJCC that with CDCR's alteration of the contract, the Agreement must be resubmitted to your Board for approval. The attached Public Entity Agreement includes the revised Exhibit C that CDCR provided. The remaining portions of the Agreement are identical to the Agreement your Board approved on June 23, 2009.

Board approval of the revised Agreement will allow CCJCC to accept funding from CDCR to continue implementation of Los Angeles County's Women's Reentry Court program as approved by your Board's previous action.

Implementation of Strategic Plan Goals

The recommended action meets the County's Strategic Plan Goal 5: Public Safety and Strategic Plan Goal 2: Children, Family and Adult Well-Being.

FISCAL IMPACT/FINANCING

The recommended actions result in additional revenues of \$1 million (\$500,000 per year) that will fund treatment services for participants in the Women's Reentry Court and related program functions. Total funding for the Women's Reentry Court is covered by several sources, including CDCR, other ADPA contracts for residential and outpatient treatment services, in-kind donations from Prototypes, and a Bureau of Justice Assistance grant received by ADPA in 2008.

IMPACT ON CURRENT SERVICES

The Public Entity Agreement and additional two years of funding from CDCR will allow the Women's Reentry Court to continue operating at its current capacity and to continue providing evidence-based treatment services to eligible women offenders and their children.

CONCLUSION

Upon approval, please return one copy of the adopted Board letter to Mark Delgado, Executive Director, Countywide Criminal Justice Coordination Committee.

Respectfully submitted,



MARK DELGADO
Executive Director

MD:cgm

Attachment

- c: William T Fujioka, Chief Executive Officer
Sachi Hamai, Executive Officer, Board of Supervisors
Robert Kalunian, Interim County Counsel
John Viernes, Jr., Director, DPH – ADPA
Board of Supervisors Justice Deputies
Judy Hammond, Director, CEO Public Affairs

AGREEMENT NUMBER

5600000271

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME

LOS ANGELES COUNTY COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE

2. The term of this Agreement is: **JULY 1, 2009** through **JUNE 30, 2011**
or upon approval whichever occurs later.
3. The maximum amount of this Agreement is: **\$1,000,000**
One Million Dollars and no cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	10 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1.1 and B-1.2 – Budget Sheets	2 pages
Exhibit B-1.3 – Budget Proposal Worksheet	1 page
Exhibit C* – General Terms and Conditions	GTC 307
Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	12 pages
Attachment 1 – Request for Fund Disbursement (Invoice)	1 page

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Countywide Criminal Justice Coordination Committee

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Delgado, Executive Director

ADDRESS

**500 West Temple Street, Room 520
Los Angeles, CA 90012**

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

M. Kurosaka, Contract Manager, Adult Administration Contracts Unit

ADDRESS

10000 Goethe Road, Suite C-1, Sacramento, CA 95827

**California Department of General
Services Use Only**

☐ Exempt per:

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
FEMALE OFFENDER PROGRAMS AND SERVICES

LOS ANGELES WOMEN'S REENTRY COURT PROGRAM

I. INTRODUCTION TO SERVICES

The Los Angeles Countywide Criminal Justice Coordination Committee (CCJCC) agrees to continue the Los Angeles Women's Reentry Court (WRC) Program. The program assesses the needs of eligible female offenders and develops a multi-agency service plan in coordination with the California Department of Corrections and Rehabilitation (CDCR) to oversee the delivery of appropriate gender-specific services to female parolees in the program. Service delivery techniques are adapted to reflect an understanding of both gender and cultural diversity and to address existing service gaps. CCJCC shall facilitate ongoing collaboration with service networks to leverage the strengths of local agencies and partners, provide for long-term benefits to female offenders, and assist in increasing the probability of success upon community reintegration and improved public safety. Specific and appropriate services will be provided to eligible female parolees immediately upon admission to the WRC program.

The Los Angeles Countywide Criminal Justice Coordination Committee – a multi-agency, multi-jurisdictional committee that coordinates criminal justice matters – is the lead agency on the program. The Public Entity Agreement with CCJCC will include Los Angeles County subcontracts with both Prototypes and UCLA ISAP.

II. BACKGROUND

In July 2005, the former CDC changed its name and mission to address the rehabilitative and re-entry needs of incarcerated males and females. As part of the reorganization, the newly named California Department of Corrections and Rehabilitation (CDCR) established a new unit, Female Offender Programs and Services (FOPS). FOPS' mission is to implement national standards for the management, rehabilitation, and community reintegration of the over 11,600 women incarcerated within the CDCR, and the over 12,000 that are on active parole. To facilitate the female offender reform efforts, the CDCR created a strategic plan for improving outcomes for female offenders by implementing gender-appropriate operational practices, programming, medical and mental health care, treatment services, and community placements.

This strategic plan provides the structure for:

- Developing a re-entry plan at reception for the majority of female offenders who will be released to the community,

- Meeting the physical and mental health needs of female juvenile and adult offenders through gender-responsive treatment,
- Creating policies and operational practices that ensure safe and productive custodial and non-custodial environments,
- Developing and implementing educational, vocational, and treatment programs that target pathways to repeat offending, and
- Designing and overseeing a community-based service delivery system for low-risk female offenders.

The Women's Reentry Program is a treatment diversion program for female offenders charged with a new, non-violent felony offense. Eligible participants are already on probation or parole for previous convictions. As such, the program diverts the participants from certain state prison sentences.

In 2006, CDCR's Division of Community Partnerships awarded Los Angeles County an Intergovernmental Partnership Grant to implement the Women's Reentry Court program. The grant funded six months of intensive residential treatment services for parolees who enter the program. The treatment provider Prototypes provided, at a minimum, six months of additional outpatient treatment to each participant following residential treatment.

The Women's Reentry Court adheres to evidence-based drug court principles. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified services.

III. PROJECT GOALS

The overall goal of this Agreement is to provide six months of intensive wrap-around residential treatment services to female parolees in the program in order to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified needed services.

Prototypes is the treatment provider identified by Los Angeles County's Alcohol and Drug Program Administration for residential treatment services through a competitive bidding process. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each parolee participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified services.

Additionally, an evaluation of the WRC program will be conducted that will allow for independent and proper assessment of program outcomes. The evaluation study will include process and outcome components, directly assessing the barriers of implementation, assessments of the gender-responsive nature of the program and services, perceptions of success/failure of the program (via focus groups), and face-to-face interviews and records-based follow-up.

The study will encompass a total of 50 female probationers and parolees who meet WRC eligibility requirements and volunteer for the evaluation study. These female offenders will be interviewed and compared at program entry (baseline), residential program completion (6 months), and program completion (12 months) (50 female offenders from the Re-Entry Court and 50 from Valley State Prison for Women). The expectation is that programs that focus on female offender's specific needs are in a better position to meet those needs than prison. The research team will collect and analyze the data as part of the outcome evaluation. Voluntary participants will be matched on a number of background variables (in lieu of random assignment) and then assessed at various time points throughout the program(s). Program admission and discharge dates and urinalysis results will be provided by Prototypes. Official arrest records and CDCR parole or incarceration status will be obtained for each study participant from the CDCR Offender Based Information System.

UCLA Integrated Substance Abuse Programs (ISAP) is responsible for conducting the evaluation of the Women's Reentry Court (WRC) program.

IV. PROJECT OBJECTIVES

The Project Objectives are:

- Coordinate the Women's Reentry Court Program
- Provide intensive gender-specific residential treatment for each parolee participants for six (6) months or until parolee's discharge from parole
- Provide additional six (6) months of outpatient treatment for each parolee participant
- Screen each parolee participant for eligibility based on approved eligibility criteria
- Develop and utilize individualized treatment plans that provide evidence based services for each parolee participant
- Ensure evaluation activities are conducted to assess the quality and effectiveness of treatment services provided and measure outcomes by determining:
 - Program completion and retention and early discharge from parole (via admission and discharge records)
 - Health status and access to health care (self-report at baseline and follow-up)
 - Psychological status and Self-Efficacy (self-report at baseline and follow-up)

- Employment and/or continued education (self-report at baseline and follow-up)
- Parental attitudes/parental reunification (self-report at baseline and follow-up)
- Drug use (urinalysis results and self-report baseline and follow-up)
- Recidivism rates (CDCR Offender Based Information System)

V. CONTRACTOR RESPONSIBILITIES

- a. CCJCC shall provide overall coordination and management of the WRC Program and agreement.
- b. CCJCC shall utilize the established, multi-agency WRC Steering Committee to serve as the coordinating body for the WRC Program.
- c. Through agreements and contracts with other agencies, CCJCC agrees to:
 - 1) Ensure six months of intensive gender-specific residential treatment is provided for 15 parolee participants every six months for a total of 30 parolees per year diverted into the WRC program¹.
 - 2) Ensure all parolee participants approved for participation are screened using the eligibility criteria and validated assessments established by CCJCC and the WRC Steering Committee.
 - 3) Ensure individualized treatment plans are developed and evidence based services provided for each participant. Those services will include substance abuse treatment, mental health services, domestic violence and trauma counseling, vocational and employment assistance, child reunification, parenting and life skills training, and other services as identified in the needs assessments.
 - 4) Ensure parolee participants, after completing residential treatment, are transitioned into the next appropriate level of care. Parolee participants may be transitioned into extended residential treatment, intensive outpatient or outpatient treatment modalities. Any treatment following the CDCR-funded residential treatment component will be funded by other sources and will last at least six months.
 - 5) Ensure (to the extent feasible) gender-responsiveness and cultural competency of services provided to program participants.

¹ Fifteen residential treatment slots will be provided, and residential treatment will last at least six months. However, because it is possible some participants may be terminated from the program for violations or other cause, CCJCC cannot ensure that 30 parolees per year receive the full six months of residential treatment.

- 6) Ensure contracted Case Managers work closely with CDCR Parole Agents with Women's Reentry Court caseloads, to serve participants and obtain program access for program participants.
 - 7) Ensure contracted Case Managers support CDCR Parole Agents who must maintain appropriate supervision of parolee participants.
 - 8) Ensure that CDCR Parole Agents are provided access to WRC parolee participants.
 - 9) Ensure evaluation activities are conducted to assess the quality and effectiveness of treatment services provided and measure outcomes that include program completion and retention, health status, psychological status, employment and/or continued education, parental attitudes/parental reunification, drug use, and recidivism rates.
 - 10) Ensure all reports are provided timely as required by CDCR.
 - 11) Ensure that subcontractors utilized in this agreement are paid for services provided.
- d) CCJCC shall not utilize CDCR residential services funds to purchase real property, specifically real estate.
- e) CCJCC agrees to the following program participation guidelines:
- 1) Eligibility criteria include the following:
 - (A) Female offenders paroled from a CDCR institution under the jurisdiction of the Los Angeles Superior Court facing a new, non-violent felony charge.
 - (B) Must have legal residence in the County of Los Angeles.
 - (C) Female parolees referred to the WRC Program shall have a minimum of six months remaining on parole.
 - 2) Participant requirements include the following:
 - (A) Female parolees must agree to participate a minimum of six months in the residential treatment component of the program
 - (B) Female parolee must sign a memorandum of understanding (MOU) agreeing to participate in the program as a condition of parole.
 - 3) Parolee participants that are terminated from treatment for non-compliance or receiving a new charge shall be immediately referred back to the Court and CDCR will be notified immediately.

- 4) If a parolee participant is terminated from the WRC Program, she may or may not be subject to a return to prison commitment on a new offense or as an internal violation. The Board of Parole Hearings (BPH) shall immediately be notified that the parolee is no longer participating in the program.
- 5) Program participants may successfully exit the program at any time, upon the recommendation of the Parole Agent, the Contractor's Case Manager, and the Judicial Officer supervising the WRC.

VI. INVOICING PROCESS

Contractor shall verify monthly invoices for cost reimbursement for services provided to CDCR funded parolee-participants.

An original and one (1) copy of the monthly invoice shall be forwarded to the FOPS Program Manager for review and approval. Invoices shall be mailed to the FOPS Program Manager no later than the 15th of the following month.

CCJCC shall review all invoices received from subcontractors for accuracy prior to forwarding to CDCR.

CCJCC shall submit to CDCR copies of each subcontractor's invoice and all necessary documentation to support all requested reimbursement costs.

VII. CDCR RESPONSIBILITIES

- a. The CDCR Division of Adult Parole Operations (DAPO) retains responsibility for the supervision of paroling participants of the WRC Program and their compliance with the law and their conditions of parole.
- b. DAPO will continue, to the extent possible, to assign a dedicated parole agent to supervise the parolees in the WRC program.
- c. The CDCR FOPS will retain responsibility for contract monitoring and contract compliance.
- d. The FOPS Program Manager will review all invoices received and approve all for payment all allowable services.
- e. CDCR shall refer female parolees to the WRC Program.

VIII. DATA COLLECTION

Within 30 calendar days of contract approval, the Contractor will be required to develop a system to collect and report program and participant related data in an accurate and timely manner. The system must be approved by CDCR. The data will be used for reporting program progress and evaluating the program performance as well as for services coordination. The system must be compatible with CDCR data systems: Microsoft Word, Microsoft Access, and Microsoft Excel. The program and participant data shall include, but not limited to the following:

a. Participant Data:

The Contractor is required to develop a system for accurate and timely collection and reporting of all participant data consistent with the specific nature of each program.

- 1) CDCR number for all participants.
- 2) Demographic, socioeconomic and criminogenic² data on all program participants and potential participants on the program waiting list.
- 3) Names of all assessment instruments used and baseline data summarizing: the participant's level of criminality, education, vocational abilities, substance abuse history, self-sufficiency, and social competency at program admission.
- 4) Appropriate case management data designed for follow up of progress in receiving services, such as name of case manager(s), date case manager assigned, follow up dates, status on entry, and end of month status for ongoing treatments or terminations.
- 5) Date participant is assessed, referred, and reports to Program for service.
- 6) Program participation; daily, weekly, and monthly attendance records, hours of treatment(s) and outcome/performance measures specific to each program both on the individual and the cohort level, as appropriate.
- 7) Monthly follow-up data detailing participant progress specific to objectives and goals identified and services received. Length of follow-up will be based upon CDCR goals, objectives, and predetermined time frames.
- 8) Program data on successful or unsuccessful discharge status upon release/transfer from program/facility.

Data requirements may be modified to accommodate comparisons between projects with similar treatment models.

b. Program Data:

The Contractor shall submit quarterly progress reports to the FOPS Program Manager on or before the 15th of the following month that include the following information:

² Criminogenic needs are those factors that, when addressed or changed, affect the offender's risk of recidivism. Examples of criminogenics needs are: criminal personality, antisocial attitudes, values and beliefs, low self control, criminal peers, substance abuse, and dysfunctional families.

Number of:

- New program admissions.
- Program exits by status at exit.
- Participant referrals to services by service type.
- Participant placements in services by service type.
- Active participants in the program during the reporting month.
- Number of eligible participants on the program waiting list.
- Program capacity.

Both Participant and Program data shall be collected and retained by the Contractor and made available to CDCR upon request. All data collected in support of the WRC program shall be maintained by the Contractor for up to

c. Additional Data Collection:

The Contractor shall submit quarterly progress reports describing program activities, any upcoming major events and activities, all problems encountered, and plans for problem resolutions. These reports shall be submitted to the FOPS Program Manager on or before the 15th of the following month.

The Contractor shall have procedures developed and in place to:

- 1) Ensure and verify the validity of the data; and
- 2) Protect the data from unauthorized access and/or destruction due to negligence, malice, or disaster. If it has been determined that participant data has been compromised the contractor must notify CDCR within 24 hours of discovery or earlier.
- 3) Ensure no report, publication, and/or statistical data related to the programs is released or revealed without the prior written approval from CDCR.
- 4) Cooperate in the evaluation of the program and assist CDCR and any designated evaluators on any additional data collection efforts and program analysis.
- 5) Submit participant level program data to CDCR by the 15th day of each month. The data file shall include all program activity for the previous month.

IX. CONFIDENTIALITY OF DATA

For the purpose of identifying CDCR's confidential information and patentable inventions not covered by pre-existing patents, the Contractor shall submit a copy of all proposed publications, papers, and any other written disclosure of such data or information to CDCR at least thirty (30) calendar days prior to submission for

publication or disclosure to a third party. In the event CDCR determines its confidential information is disclosed, CDCR shall immediately notify the Contractor and publication or disclosure will be withheld for a period not to exceed thirty (30) working days to remove the presence of the CDCR's confidential information. In the event CDCR determines patentable subject matter is disclosed in such data or information, it shall immediately notify the Contractor and, if the agency concurs, publication or disclosure will be withheld (a) for a period not to exceed ninety (90) calendar days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application has been prepared and filed, or (c) until the agency and CDCR mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b) or (c) is earlier in time.

The Contractor has the right to publish or present data and publications that are not deemed to violate these confidentiality or patent issues.

X. Project Support

The Contractor shall report to the Associate Director of FOPS of the Division in Adult Institutions or his/her designee. To the extent that CDCR staff is assigned or providing work on the specified projects, the CDCR will make these staff available to the Contractor for support and will provide other assistance as needed.

XI. Contractor's Rights and Obligations

The State hereby notifies the Contractor of his or her duties, obligations and rights are contained in Public Contract Code Sections 10355 through 10382.

The Contract Managers for this agreement are:

Mark Delgado, Executive Director	Stephen Vang, Staff Services Analyst
Los Angeles County	California Department of Corrections and Rehabilitation
Countywide Criminal Justice Coordinating Committee (CCJCC)	Female Offenders Programs and Services Division of Adult Institutions
500 West Temple Street, Room 520	1515 S Street, Suite 400-S
Los Angeles, CA 90012	Sacramento, CA 95811
(213) 974-8398	(916) 323-2875
(213) 613-3822 (fax)	(916) 323-2888 (fax)
mdelgado@ccjcc.lacounty.gov	stephen.vang@cdcr.ca.gov

XII. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

Billing/Payment Issues:

Headquarters Accounting Office

Phone Number: (916) 327-0283

FAX Number: (916) 445-2248

Scope of Work/Performance Issues:

Division of Adult Institutions, Female Offender Programs and Services

Contact Person; Stephen Vang, Staff Services Analyst

Phone Number: (916) 323-2875

FAX Number: (916) 323-2888

General Contract Issues:

Contracts Management Branch, Office of Business Services

Phone Number: (916) 229-0996

FAX Number: (916) 255-6187

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1 (Contractor Budget Proposal) which is attached hereto and made a part of this Agreement, and upon submittal of deliverables referenced in Exhibit A, Scope of Work.
- b. Invoices shall include the Agreement Number, time period and deliverable title. Invoices shall be submitted in triplicate on the Attachment 1, Request for Fund Disbursement form, not more frequently than monthly in arrears and only after acceptance of deliverable, to:

California Department of Corrections and Rehabilitation (CDCR)
Division of Adult Institutions
Female Offenders Programs and Services
Attention: WRC Program Manager
P.O. Box 942883
Sacramento, CA 94283-0001
- c. CCJCC will maintain copies of all data and records supporting invoicing and billing for CDCR's review. CCJCC shall make the documents available to CDCR upon request.

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

FISCAL YEAR 2009/2010
(July 1, 2009 – June 30, 2010)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
Los Angeles County Countywide Criminal Justice Coordination Committee					
Executive Director				12	\$ 0
Principal Staff Analyst				12	\$ 0
CCJCC Staff Salary Totals					\$ 0
CCJCC Staff Benefits					\$ 0
Total Personnel Costs					\$ 0
*University of California, Los Angeles Integrated Substance Abuse Programs (Subcontractor)					
Principal Investigator		\$9,957.00	16%	12	\$19,117.00
Project Director		\$4,750.00	20%	12	\$11,400.00
Staff Research Associate		\$2,906.00	15%	12	\$5,231.00
UCLA Staff Salary Totals					\$35,748.00
UCLA Staff Benefits PI @23% = \$4,397.00 PD @30% = \$3,420.00 SRA I @28% = \$1,465.00					\$9,282.00
Total Personnel Costs					\$45,030.00
Overall Staff Salary Totals					\$ 35,748.00
Total Staff Benefits					\$ 9,282.00
TOTAL PERSONNEL COSTS (A)					\$ 45,030.00
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs) * UCLA Program Evaluation costs are outlined above **Prototypes – Treatment Provider -See Budget Proposal Worksheet					\$450,450.00
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$450,450.00
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$ 495,482.00
D. TOTAL INDIRECT COSTS					\$ 4,520.00
TOTAL BUDGET FOR FISCAL YEAR (2009/2010) (A+B+C+D)					\$ 500,000

FISCAL YEAR 2010/2011
(July 1, 2010 – June 30, 2011)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
Los Angeles County Countywide Criminal Justice Coordination Committee					
Executive Director				12	\$ 0
Principal Staff Analyst				12	\$ 0
CCJCC Staff Salary Totals					\$ 0
CCJCC Staff Benefits					\$ 0
Total Personnel Costs					\$ 0
*University of California, Los Angeles Integrated Substance Abuse Programs (Subcontractor)					
Principal Investigator		\$9,957.00	16%	12	\$19,117.00
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UCLA Staff Salary Totals					\$35,748.00
UCLA Staff Benefits PI @23% = \$4,397.00 PD @30% = \$3,420.00 SRA I @28% = \$1,465.00					\$9,282.00
Total Personnel Costs					\$45,030.00
Overall Staff Salary Totals					\$ 35,748.00
Total Staff Benefits					\$ 9,282.00
TOTAL PERSONNEL COSTS (A)					\$ 45,030.00
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs) * UCLA Program Evaluation costs are outlined above **Prototypes – Treatment Provider -See Budget Proposal Worksheet					\$450,450.00
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$450,450.00
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$ 495,482.00
D. TOTAL INDIRECT COSTS					\$ 4,520.00
TOTAL BUDGET FOR FISCAL YEAR (2010/2011) (A+B+C+D)					\$ 500,000

BUDGET PROPOSAL WORKSHEET FOR PER DIEM

This form is used to compute the Per Diem Rate, which is the amount the Contractor is paid per participant day. The Per Diem Rate is calculated as follows: Multiply the Per Diem Rate by the number of participants; by the total number of days. **Note:** The CDCR will reimburse the Contractor monthly at the Per Diem rate for each parolee participating in the WRC Program. The Per Diem Rate shall include all Program expenses for the WRC parolee participants.

A.

FISCAL YEAR 2009/2010 (July 1, 2009 through June 30, 2010)					
<u>Per Diem Rate</u>	X	<u>Number of Participants</u>	X	<u>Total Days</u>	= <u>Total Annual Budget</u>
\$ <u>82.50</u>	X	30	X	182 (6 months)	= \$ <u>450,450</u>

B.

FISCAL YEAR 2010/2011 (July 1, 2010 through June 30, 2011)					
<u>Per Diem Rate</u>	X	<u>Number of Participants</u>	X	<u>Total Days</u>	= <u>Total Annual Budget</u>
\$ <u>82.50</u>	X	30	X	182 (6 months)	= \$ <u>450,450</u>

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Extension of Term

If it is determined to be in the best interest of the State, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

7. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any

and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

8. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

9. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

10. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

11. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

12. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

13. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

14. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or

performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or

indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

15. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

16. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

17. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

18. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public

Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

19. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

20. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

21. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

22. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance

carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor is insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants that the Contractor and subcontractors are currently and shall for the duration of this Agreement be insured and provides proof of self-insurance.

The following provisions apply to services provided on departmental and/or institution grounds:

23. Bloodborne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

24. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

25. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of CDCR, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a

summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the Agreement require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

26. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

27. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

28. Prison Rape Elimination Policy

The California Department of Corrections and Rehabilitation (CDCR) is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

29. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

30. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

State of California
REQUEST FOR FUND DISBURSEMENT
Form DCP 004 (Revised 03/07)

Department of Corrections and Rehabilitation
Division of Community Partnerships
Recidivism Reduction Grant Programs

Grantee: _____ Contract #: _____ Claim #: _____
 Address: _____ Claim Period (mm/dd/yy): _____
☐ Monthly Disbursement Claim From: ____/____/____ Modified F.Y. Budget?
 To: ____/____/____ Yes ☐ No ☐
☐ Quarterly Disbursement Claim (Modification #: _____)

FISCAL YEAR BUDGET (FY ____ / ____)

Disbursement Allocations	GRANT FUNDS	COSTS CLAIMED THIS PERIOD	TOTAL COSTS TO DATE	BALANCE	APPROVED FOR PAYMENT BY DCP
Grantee Personnel Costs					
Admin Subcontracts					
Program Subcontracts					
Facilities Expense					
Travel/Per Diem					
Expendable Supplies					
Equipment Purchase					
Equipment Rental					
Volunteer Expense Reimbursement					
Indirect Costs					
Other					
Grand Total					

I certify (as an authorized representative of the grantee/contractor named herein) that this claim is accurate and for actual expenditures legally incurred during the claim period as required under applicable rules and the current grant contract/Public Entity Agreement (PEA). I further agree to maintain on file supporting documentation for all claimed costs for a period of three years beyond the date that the last encumbrance was liquidated and to provide such documentation to CDCR (if requested) as a condition of receiving payment of this claim.

PERSON PREPARING REPORT	PROJECT FINANCIAL OFFICER	PROJECT MANAGER
_____ Signature	_____ Signature	_____ Signature
_____ Name	_____ Name	_____ Name
_____ Title	_____ Title	_____ Title
_____ Telephone (____)____-____	_____ Telephone (____)____-____	_____ Telephone (____)____-____
_____ Date	_____ Date	_____ Date

FOR DIVISION OF COMMUNITY PARTNERSHIPS USE ONLY

I have reviewed this claim and applicable grant contract agreement. I hereby:

APPROVE ☐ APPROVE AS MODIFIED ☐ DISAPPROVE ☐

This claim for payment for the amount listed in the "Approved For Payment by DCP" Grand Total Field.

Approved: _____ **Date:** _____
Division of Community Partnerships Representative, Title

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

☐ I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: Prototypes STREET ADDRESS: 5601 W. Slauson Ave, Suite 200 CITY, STATE, ZIP: Culver City, CA 90230 PHONE NUMBER: (310) 641-7795	Subcontractor will provide residential treatment services to female parolees eligible for and admitted to the Women's Reentry Court Program (See Scope of Work)	\$450,450 per year (\$900,900 for two years)					
NAME: UCLA Integrated Substance Abuse Programs (ISAP) STREET ADDRESS: 1640 S. Sepulveda, Suite 200 CITY, STATE, ZIP: Los Angeles, CA 90025 PHONE NUMBER: (310) 267-5509	Subcontractor will conduct program evaluation for the Women's Reentry Court Program (see Scope of Work)	\$45,030 per year (\$90,060 for two years)					
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

To be eligible to submit a bid or proposal, please complete only one of the following:

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General
Services (DGS) to submit a bid or proposal pursuant to Public Contract Code
section 10477(b). A copy of the written permission from DGS is included with our
bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below
+ certification that we are not a scrutinized company as defined in Public Contract Code section
below 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER OPTION # 1 OR # 2 INITIALED OR OPTION # 3 INITIALED AND CERTIFIED.